

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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SUITE 200  
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

RECORDATION NO. 18079-H

FILED 1425

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2158

MAR 2 1993 12-1 E PM

INTERSTATE COMMERCE COMMISSION

March 1, 1993

18079-

3-061A058

MAR 2 12 03 PM '93  
NOTED FOR FILING

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are 1) an Amendment to Equipment Lease (Hopper Railcars) dated as of December 31, 1992 and 2) an Amendment to Equipment Lease (Ballast Railcars) dated as of December 31, 1992, such documents being secondary documents as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The foregoing secondary documents relate to the primary and secondary documents which were duly filed and recorded on December 31, 1992 at 11:05 a.m. under Recordations Number 18079 through 18079-D.

The names and addresses of the parties to the enclosed documents are:

Lessor: Wilmington Trust Company  
1100 North Market Street  
Rodney Square North  
Wilmington, Delaware 19890-0001

Lessee: Southrail Corporation  
111 East Capital Street  
Jackson, Mississippi 39201

*Betty J. O'Neil*  
*C. S. Alvord*

Mr. Sidney L. Strickland, Jr.  
March 1, 1993  
Page 2

Also enclosed is a check in the amount of \$32 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

3/2/93

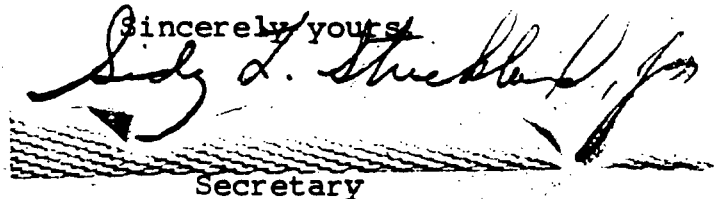
OFFICE OF THE SECRETARY

Charles T. Kappler  
Alvord & Alvord  
918 16th Street N.W.  
Washington, D.C. 20423

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/2/93 at 12:15pm, and assigned re-  
recording number(s). 9100-D & 18079-H 18079-I

Sincerely yours,



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30  
(7/79)

MAR 2 1993 12-15 PM

## INTERSTATE COMMERCE COMMISSION

AMENDMENT TO EQUIPMENT LEASE AGREEMENT (HOPPER RAILCARS)

THIS AMENDMENT TO EQUIPMENT LEASE (HOPPER RAILCARS) is made as of December 31, 1992 by and between WILMINGTON TRUST COMPANY, not in its individual capacity except as expressly provided herein but solely as trustee ("Lessor") and SOUTHRAIL CORPORATION ("Lessee").

I N T R O D U C T I O N :

Lessor and Lessee have entered into a an Equipment Lease Agreement (Hopper Railcars) dated of even date herewith (the "Lease"). Lessor and Lessee desire to amend the terms and conditions of the Lease.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

I. Amendments to the Lease. Lessor and Lessee hereby agree that the Lease shall be amended as follows:

1. The following definitions shall be inserted in Appendix A to the Lease following the definition of the term "Fixed Purchase Price:"

"Guaranty" shall mean that certain agreement dated as of December 31, 1992 made by Guarantor in favor of the Lessor and the Owner Participant, as such guaranty agreement may be amended or supplemented from time to time pursuant to the provisions thereof.

"Guarantor" shall mean Midsouth Corporation, a Delaware corporation.

2. With respect to the second line of Section 2.2(a), the phrase ", the Guaranty" shall be inserted following the phrase "the Trust Agreement."

3. With respect to the fourth line of Section 2.2(e), the phrase ", and (v) Special ICC Counsel, substantially" shall be changed to read as follows: ", (v) Special ICC Counsel, and (vi) counsel to Guarantor, substantially."

4. The second sentence of Section 3.2 shall be deleted in its entirety and the following shall be substituted in lieu thereof:

Each such payment of Basic Rent shall be in an amount equal to the Total Monthly Payment set forth on Schedule 1 hereof.

5. With respect to the second line of Section 14.1(f), the phrase "and the Guarantor in the Guaranty" shall be inserted after the phrase "Tax Indemnity Agreement)."

6. The following shall be inserted following Section 14.1(k):

(l) Guarantor shall (i) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or (ii) consent to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it, or (iii) admit in writing its inability to pay its debts generally as they come due, or (iv) make a general assignment for the benefit of creditors, or (v) take any corporate action to authorize any of the foregoing; or

(m) an involuntary case or other proceeding shall be commenced against Guarantor seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 90 days;

(n) Guarantor shall fail to observe or perform any other of the covenants or agreements to be observed or performed by Guarantor under the Guaranty and such failure shall continue unremedied for 30 days after notice from Lessor to Guarantor, specifying the failure and demanding the same to be remedied;

(o) the Guaranty shall for any reason whatsoever cease to be in full force and effect;

7. With respect to the second line of the definition of the term "Operative Agreements" in Appendix A to the Lease, the phrase ", the Guaranty" shall be inserted after the phrase ", the Lease."

**II. Schedule 1 to the Lease.** Attached hereto is Schedule 1 to the Lease.

**III. Miscellaneous.**

8. Lessee and Lessor hereby acknowledge and agree that this amendment constitutes their full and binding understanding

as to the matters expressed herein; it being expressly understood and agreed that the terms and conditions of the Lease are incorporated herein by reference with the same force and effect as if such terms and conditions had been fully set forth herein. Nothing in this Amendment shall impair or diminish Lessor's rights or remedies under the Lease or Applicable Law.

9. This Amendment may be executed in any number of counterparts, each executed counterpart constituting an original and in each case such counterparts shall constitute but one and the same instrument. This Amendment shall be delivered in New York and shall be governed by and construed in accordance with the internal laws and decisions (as opposed to conflicts of law provisions) of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under the laws of any jurisdiction, such provision, as to such jurisdiction, shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment or the Lease in any other jurisdiction.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Equipment Lease Agreement (Hopper Railcars) as of December 31, 1992.

Lessor:

WILMINGTON TRUST COMPANY,  
Not in its individual capacity  
except as expressly provided  
herein but solely as trustee

By: \_\_\_\_\_

Name:

Title:

Lessee:

SOUTHRAIL CORPORATION

By: \_\_\_\_\_

Name: JOHN SCOTTE

Title: VICE PRESIDENT

Corporate Form of Acknowledgement  
Pursuant to 49 CFR §1177.3

State of Missouri )  
County of Platte )

SS:

On this 24<sup>th</sup> day of February, 1993 before me personally appeared John Scott, to me personally known, who being by duly sworn, say that (s)he is the Vice President of Sacittail Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Phyllis A. Philip  
Signature of Notary Public

My Commission expires \_\_\_\_\_

PHYLLIS A. PHILIP  
Notary Public - State of Missouri  
Commissioned In Platte County  
My commission expires Jan. 5, 1996



IN WITNESS WHEREOF, Lessor and Lessee have executed this  
Amendment to Equipment Lease Agreement (Hopper Railcars) as of  
December 31, 1992.

Lessor:

WILMINGTON TRUST COMPANY,  
Not in its individual capacity  
except as expressly provided  
herein but solely as trustee

By: 

Name: \_\_\_\_\_  
Title: Norma P. Closs  
Vice President

Lessee:

SOUTHRAIL CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Corporate Form of Acknowledgement  
Pursuant to 49 CFR §1177.3

State of Delaware )  
County of New Castle )

ss:

On this 23 day of February, 1993 before me personally appeared Norma P. Closs, to me personally known, who being by duly sworn, say that (s)he is the VICE PRESIDENT of Wilmington Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

  
Signature of Notary Public

My Commission expires 4/20/95

PATRICIA A. EVANS

NOTARY PUBLIC

My Commission expires April 20, 1995

KEYCORP LEASING LTD.  
STIPULATED LOSS SCHEDULE

PAGE 1

CUSTOMER NAME: MIDSOUTH CORPORATION  
LEASE # 3819  
TERM 144  
LEASE PAYMENT \$12,209.80  
LEASE AMOUNT \$1,252,509.00  
IF ADVANCE, # 0  
START MONTH 12  
START YEAR 1992

AFTER PAYMENT #	MO	YR	STIP LOSS AMOUNT DUE	
0	12	1992	104.480794%	+ TAX IF APPLICABLE
1	1	1993	104.228994%	+ TAX IF APPLICABLE
2	2	1993	103.974781%	+ TAX IF APPLICABLE
3	3	1993	103.718132%	+ TAX IF APPLICABLE
4	4	1993	103.459024%	+ TAX IF APPLICABLE
5	5	1993	103.197432%	+ TAX IF APPLICABLE
6	6	1993	102.933334%	+ TAX IF APPLICABLE
7	7	1993	102.666705%	+ TAX IF APPLICABLE
8	8	1993	102.397520%	+ TAX IF APPLICABLE
9	9	1993	102.125756%	+ TAX IF APPLICABLE
10	10	1993	101.851387%	+ TAX IF APPLICABLE
11	11	1993	101.574389%	+ TAX IF APPLICABLE
12	12	1993	101.294736%	+ TAX IF APPLICABLE
13	1	1994	101.012404%	+ TAX IF APPLICABLE
14	2	1994	100.727365%	+ TAX IF APPLICABLE
15	3	1994	100.439595%	+ TAX IF APPLICABLE
16	4	1994	100.149067%	+ TAX IF APPLICABLE
17	5	1994	99.855756%	+ TAX IF APPLICABLE
18	6	1994	99.559633%	+ TAX IF APPLICABLE
19	7	1994	99.260672%	+ TAX IF APPLICABLE
20	8	1994	98.958846%	+ TAX IF APPLICABLE
21	9	1994	98.654128%	+ TAX IF APPLICABLE
22	10	1994	98.346489%	+ TAX IF APPLICABLE
23	11	1994	98.035903%	+ TAX IF APPLICABLE
24	12	1994	97.722340%	+ TAX IF APPLICABLE
25	1	1995	97.405771%	+ TAX IF APPLICABLE
26	2	1995	97.086170%	+ TAX IF APPLICABLE
27	3	1995	96.763505%	+ TAX IF APPLICABLE
28	4	1995	96.437748%	+ TAX IF APPLICABLE
29	5	1995	96.108869%	+ TAX IF APPLICABLE
30	6	1995	95.776839%	+ TAX IF APPLICABLE
31	7	1995	95.441626%	+ TAX IF APPLICABLE
32	8	1995	95.103201%	+ TAX IF APPLICABLE
33	9	1995	94.761533%	+ TAX IF APPLICABLE
34	10	1995	94.416590%	+ TAX IF APPLICABLE
35	11	1995	94.068342%	+ TAX IF APPLICABLE
36	12	1995	93.716757%	+ TAX IF APPLICABLE
37	1	1996	93.361802%	+ TAX IF APPLICABLE
38	2	1996	93.003445%	+ TAX IF APPLICABLE
39	3	1996	92.641654%	+ TAX IF APPLICABLE
40	4	1996	92.276396%	+ TAX IF APPLICABLE
41	5	1996	91.907638%	+ TAX IF APPLICABLE
42	6	1996	91.535345%	+ TAX IF APPLICABLE
43	7	1996	91.159485%	+ TAX IF APPLICABLE
44	8	1996	90.780023%	+ TAX IF APPLICABLE
45	9	1996	90.396924%	+ TAX IF APPLICABLE
46	10	1996	90.010154%	+ TAX IF APPLICABLE
47	11	1996	89.619678%	+ TAX IF APPLICABLE

KEYCORP LEASING  
STIPULATED LOSS SCHEDULE  
CUSTOMER NAME MIDSOUTH CORPORATION  
LEASE # 3819

PAGE 2

AFTER PAYMENT #	MO	YR	STIP LOSS AMOUNT DUE			
48	12	1996	89.225459%	+	TAX IF APPLICABLE	
49	1	1997	88.827463%	+	TAX IF APPLICABLE	
50	2	1997	88.425652%	+	TAX IF APPLICABLE	
51	3	1997	88.019991%	+	TAX IF APPLICABLE	
52	4	1997	87.610442%	+	TAX IF APPLICABLE	
53	5	1997	87.196968%	+	TAX IF APPLICABLE	
54	6	1997	86.779532%	+	TAX IF APPLICABLE	
55	7	1997	86.358095%	+	TAX IF APPLICABLE	
56	8	1997	85.932619%	+	TAX IF APPLICABLE	
57	9	1997	85.503066%	+	TAX IF APPLICABLE	
58	10	1997	85.069397%	+	TAX IF APPLICABLE	
59	11	1997	84.631571%	+	TAX IF APPLICABLE	
60	12	1997	84.189550%	+	TAX IF APPLICABLE	
61	1	1998	83.743293%	+	TAX IF APPLICABLE	
62	2	1998	83.292759%	+	TAX IF APPLICABLE	
63	3	1998	82.837907%	+	TAX IF APPLICABLE	
64	4	1998	82.378697%	+	TAX IF APPLICABLE	
65	5	1998	81.915085%	+	TAX IF APPLICABLE	
66	6	1998	81.447031%	+	TAX IF APPLICABLE	
67	7	1998	80.974491%	+	TAX IF APPLICABLE	
68	8	1998	80.497423%	+	TAX IF APPLICABLE	
69	9	1998	80.015783%	+	TAX IF APPLICABLE	
70	10	1998	79.529527%	+	TAX IF APPLICABLE	
71	11	1998	79.038611%	+	TAX IF APPLICABLE	
72	12	1998	78.542990%	+	TAX IF APPLICABLE	
73	1	1999	78.042620%	+	TAX IF APPLICABLE	
74	2	1999	77.537455%	+	TAX IF APPLICABLE	
75	3	1999	77.027448%	+	TAX IF APPLICABLE	
76	4	1999	76.512554%	+	TAX IF APPLICABLE	
77	5	1999	75.992725%	+	TAX IF APPLICABLE	
78	6	1999	75.467915%	+	TAX IF APPLICABLE	
79	7	1999	74.938075%	+	TAX IF APPLICABLE	
80	8	1999	74.403158%	+	TAX IF APPLICABLE	
81	9	1999	73.863114%	+	TAX IF APPLICABLE	
82	10	1999	73.317895%	+	TAX IF APPLICABLE	
83	11	1999	72.767451%	+	TAX IF APPLICABLE	
84	12	1999	72.211732%	+	TAX IF APPLICABLE	
85	1	2000	71.650687%	+	TAX IF APPLICABLE	
86	2	2000	71.084266%	+	TAX IF APPLICABLE	
87	3	2000	70.512416%	+	TAX IF APPLICABLE	
88	4	2000	69.935086%	+	TAX IF APPLICABLE	
89	5	2000	69.352224%	+	TAX IF APPLICABLE	
90	6	2000	68.763775%	+	TAX IF APPLICABLE	
91	7	2000	68.169688%	+	TAX IF APPLICABLE	
92	8	2000	67.569907%	+	TAX IF APPLICABLE	
93	9	2000	66.964378%	+	TAX IF APPLICABLE	
94	10	2000	66.353046%	+	TAX IF APPLICABLE	
95	11	2000	65.735855%	+	TAX IF APPLICABLE	
96	12	2000	65.112750%	+	TAX IF APPLICABLE	
97	1	2001	64.483673%	+	TAX IF APPLICABLE	
98	2	2001	63.848568%	+	TAX IF APPLICABLE	
99	3	2001	63.207376%	+	TAX IF APPLICABLE	
100	4	2001	62.560040%	+	TAX IF APPLICABLE	
101	5	2001	61.906499%	+	TAX IF APPLICABLE	

KEYCORP LEASING  
STIPULATED LOSS SCHEDULE

PAGE 3

CUSTOMER NAME MIDSOUTH CORPORATION  
LEASE # 3819

AFTER PAYMENT #	MO	YR	STIP LOSS AMOUNT DUE			
102	6	2001	61.246696%	+	TAX	IF APPLICABLE
103	7	2001	60.580570%	+	TAX	IF APPLICABLE
104	8	2001	59.908060%	+	TAX	IF APPLICABLE
105	9	2001	59.229105%	+	TAX	IF APPLICABLE
106	10	2001	58.543643%	+	TAX	IF APPLICABLE
107	11	2001	57.851613%	+	TAX	IF APPLICABLE
108	12	2001	57.152950%	+	TAX	IF APPLICABLE
109	1	2002	56.447592%	+	TAX	IF APPLICABLE
110	2	2002	55.735474%	+	TAX	IF APPLICABLE
111	3	2002	55.016532%	+	TAX	IF APPLICABLE
112	4	2002	54.290700%	+	TAX	IF APPLICABLE
113	5	2002	53.557912%	+	TAX	IF APPLICABLE
114	6	2002	52.818101%	+	TAX	IF APPLICABLE
115	7	2002	52.071201%	+	TAX	IF APPLICABLE
116	8	2002	51.317143%	+	TAX	IF APPLICABLE
117	9	2002	50.555858%	+	TAX	IF APPLICABLE
118	10	2002	49.787278%	+	TAX	IF APPLICABLE
119	11	2002	49.011332%	+	TAX	IF APPLICABLE
120	12	2002	48.227950%	+	TAX	IF APPLICABLE
121	1	2003	47.437061%	+	TAX	IF APPLICABLE
122	2	2003	46.638592%	+	TAX	IF APPLICABLE
123	3	2003	45.832471%	+	TAX	IF APPLICABLE
124	4	2003	45.018625%	+	TAX	IF APPLICABLE
125	5	2003	44.196980%	+	TAX	IF APPLICABLE
126	6	2003	43.367460%	+	TAX	IF APPLICABLE
127	7	2003	42.529991%	+	TAX	IF APPLICABLE
128	8	2003	41.684497%	+	TAX	IF APPLICABLE
129	9	2003	40.830899%	+	TAX	IF APPLICABLE
130	10	2003	39.969121%	+	TAX	IF APPLICABLE
131	11	2003	39.099085%	+	TAX	IF APPLICABLE
132	12	2003	38.220711%	+	TAX	IF APPLICABLE
133	1	2004	37.333919%	+	TAX	IF APPLICABLE
134	2	2004	36.438628%	+	TAX	IF APPLICABLE
135	3	2004	35.534758%	+	TAX	IF APPLICABLE
136	4	2004	34.622225%	+	TAX	IF APPLICABLE
137	5	2004	33.700948%	+	TAX	IF APPLICABLE
138	6	2004	32.770841%	+	TAX	IF APPLICABLE
139	7	2004	31.831821%	+	TAX	IF APPLICABLE
140	8	2004	30.883802%	+	TAX	IF APPLICABLE
141	9	2004	29.926698%	+	TAX	IF APPLICABLE
142	10	2004	28.960422%	+	TAX	IF APPLICABLE
143	11	2004	27.984885%	+	TAX	IF APPLICABLE
144	12	2004	27.000000%	+	TAX	IF APPLICABLE